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Trident Steel Corporation

12825 Flushing Meadows Drive, Suite 110 St. Louis, MO 63131 Telephone: 314-822-0500 • Telefax: 314-984-8700 INVOICE NO.

P2639L -IN

INVOICE DATE 11/01/13

ORDER NUMBER ORDER DATE

P2639 12/30/13 0015

SALESPERSON CUSTOMER NO

01-0002183 Daniel Nelson

Remit To: TRIDENT STEEL CORP.

Post Office Box 798279 Saint Louis, MO 63179-8000

SOLD TO:

Calyx Energy LLC 6901 S. Pierce Street Suite 270

CONFIRM TO

CO 80128

SHIP TO:

Delivered Perkins, OK OSCL Payne County, OK Ship Date: 10/30/13

John Podowski

CUSTOMER P.O.

SHIP VIA

F.O.B.

TERMS

See Lease

DEL

Perkins, OK

Net 45 Days

QUANTITY SHIPPED

ITEM

Lease: UBANK 11-2 WX

AFE #: D0208

New API Oilwell Casing

05121700PHBAJ*0

5 1/2x17# HCP BTC A-JU BEST *0

13544.90

13.2500

PRICE

179,469.93

05121700PHBAJ*J

TSB

5 1/2x17# HCP BTC A-JU BEST *J

321.00

.0000

.00

AMOUNT

Tallies attached.

DUE DATE

12/16/13

NET INVOICE

179,469.93

DISC. DATE

FREIGHT SALES TAX

.00 9.535.24

INVOICE TOTAL

189,005.17

^{**} NOTE: TERMS AND CONDITIONS OF SALE ARE LISTED ON REVERSE SIDE OF THIS INVOICE.**

TERMS AND CONDITIONS OF SALE

- 1. The rights and duties of Seller (Trident Steel Corporation) and Buyer (indicated above) shall be governed exclusively by the terms and conditions contained in this Invoice. These terms and conditions may not be added to, modified, superseded or otherwise altered except by written instrument signed by an authorized representative of Seller. These terms and conditions shall be closmed accepted by Buyer if not altered by such a written instrument. These terms and conditions shall prevail insofar as they may conflict with the terms and conditions set forth in Buyer's purchase order. Properly signed bills of lading shall constitute delivery.
- 2. SELLER SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, LIQUIDATED, SPECIAL, CONSEQUENTIAL, CONTINGENT OR INCIDENTAL DAMAGES WHATSOEVER ARISING OUT OF THIS TRANSACTION. Seller shall not be liable for any less or damage arising out of delays in Seller's performance which are caused by factors beyond its control. No product may be returned to Seller without prior written permission from Seller. Claims of defects in products must be received by Seller within ten (10) days from the date said products are delivered to Buyer.
- THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION IN THIS INVOICE. SELLER MAKES NO SPECIFIC WARRANTY, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY OR FITNESS FOR A PRACTICULAR PURPOSE. SELLER EXPRESSLY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- Buyer agrees to the price and payment terms contained in this invoice. Buyer agrees to pay interest on overdue balances at the rate of 1.5% per needle. Buyer agrees to pay all costs and expenses (including court costs, reasonable alternoy's feet and engation expenses) incurred by soller in connection with the enforcement of any provision of this agreement. The parties agree that the laws of the State of Missouri and the Uniform Commercial Gode, as adopted by the State of Missouri, shall govern the construction, operation, performance and enforcement of the special and Buyer hereby consents to the jurisdiction of the courts of the Circuit Court of the laws. Missouri should any dispute arise between the parties constrained this agreement.
- 5. Notwithstanding the foregoing, Seller and Buyer agree that any controvers or claim arising out of this order shall be settled by arbitration administered in Houseon, Harris Goanty. Texas, pursuant to a single arbitrator urbitration proceeding administered by the American Arbitration Association under its commercial arbitration rules, and polyment on the award condend by the arbitrator may be entered and enforced in any court bayons amosticism thereof.